

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 06-153

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

MOPAC TRAIL BRIDGE- 27th STREET PROJECT PROFESSIONAL ENGINEERING SERVICES

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, May 17, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid.
Prospective submitters must monitor the bid listing for any addendums.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

**REQUESTS FOR PROPOSALS
PARK PROJECT NO. 06-153**

**MOPAC TRAIL BRIDGE - 27th STREET PROJECT
PROFESSIONAL ENGINEERING SERVICES**

1. INTRODUCTION

- 1.1 The City of Lincoln requests proposals from professional engineering firms for normal and customary design and construction phase services for a new pedestrian/bicycle bridge over N. 27th Street at approximately "X" Street.
- 1.2 Sealed proposals for these services will be received by the City/County Purchasing Department up to the hour of 12:00 noon, Wednesday, May 17, 2006.
 - 1.2.1 Proposals received after that hour will be considered null and void and will not be accepted.
 - 1.2.2 Each proposal should be submitted in five (5) copies to the attention of Mr. Vince Mejer, City/County Purchasing Agent at 440 S. 8th Street, Suite 200, Lincoln, NE 68508.

2. PROJECT DESCRIPTION

- 2.1 Lincoln Parks & Recreation and Urban Development Department have secured funding for construction of a pedestrian bridge over N. 27th Street and approximately "X" Street.
 - 2.1.1 The bridge will be located on a section of recently abandoned Mopac rail corridor that is owned by the City with an intended use for creation of the Mopac West Trail Connection.
- 2.2 The purpose of the project is to accommodate pedestrian/bicycle travel over North 27th Street; complete the Mopac Trail connection; and to continue revitalization efforts along the North 27th Street corridor as identified in ***The North 27th Street Corridor and Environs Redevelopment Plan***.
 - 2.2.1 The plan is available for review at www.lincoln.ne.gov/city/urban/Reports/N27Redev.pdf.
- 2.3 The trail surface shall be 10 feet wide and will include a center truss (approx. 90-feet long) for the span across 27th Street, ramp approach sections on each end, plaza areas and landscaping.
 - 2.3.1 Preliminary Concept Plans and Elevation are attached.
- 2.4 Total cost for the bridge project is estimated to be \$1,724,644, to include all costs.
 - 2.4.1 Multiple funding sources include a Transportation Enhancement Grant, private funds through the Great Plains Trails Network, and Tax Increment Financing (TIF) Funds.
- 2.5 The consultant will work with the City's Parks & Recreation and Urban Development Departments, surrounding neighborhood/business associations, adjacent landowners and other interested parties (i.e., project stakeholders) to develop a conceptual design and implementation strategy for all phases of this project including design development and construction documents, and contract administration as an optional future phase to this contract.

- 2.6 The City is accepting proposals that includes attention to project design management services.
 - 2.6.1 The successful firm will be selected on the basis of the criteria that include qualifications, experience and response to this Request for Proposal (RFP).
 - 2.6.2 The City will rely on the firm's competence and experience to develop a final scope of services identifying all necessary tasks, meetings and deliverables.

3. REQUESTED SERVICES INFORMATION & BACKGROUND

- 3.1 The City of Lincoln intends to retain a professional engineering firm to provide normal and customary preliminary and final design, along with the option to continue with construction phase and possible resident services, for a new pedestrian/bicycle bridge over N. 27th Street at approximately "X" Street.
- 3.2 The scope of services identified in the RFP are meant to serve as a general description of anticipated project tasks.
- 3.3 Meet with the City project team to review the scope of required services, design criteria and expectations, obtain background information and establish tentative schedule for completion.
- 3.4 Review related and pertinent project information including previous project efforts that include concept/schematic development plans, cost estimates, grant application materials and ***The North 27th Street Corridor and Environs Redevelopment Plan***.
- 3.5 Identify constructibility issues such as utility conflicts, site access, permit needs, etc.
- 3.6 Perform topographic surveying and geotechnical investigation as necessary for engineering evaluation, design development and identification of utilities conflicts.
- 3.7 Complete and present preliminary design plans including updated cost estimates.
- 3.8 Conduct meetings as necessary with City project team, stake holders and affected property owners, and provide information to the public.
- 3.9 Following review of Preliminary/Schematic Design, prepare final design memorandum that defines selected design, materials, project budget and project schedule for completion of design and construction.
- 3.10 Coordinate permit process as required from Federal, State and local agencies.
- 3.11 Conduct a field plan-in-hand review at approximately 60% of final design development with project team, appropriate utilities and other personnel.

4 CONSTRUCTION DOCUMENTS

- 4.1 Prepare construction documents consisting of complete plans and specifications that set forth in detail the requirements for construction of the project.
- 4.2 Construction documents shall include all necessary bidding information, bidding forms, contract information, plan sets, general and supplemental conditions and technical specifications using City of Lincoln Standard Documents and Standard Specifications for Municipal Construction where applicable.

5. BIDDING PHASE SERVICES

- 5.1 Assist City's Purchasing Agent with advertisement of bid for construction (may involve multiple bid schedules).
- 5.2 Conduct pre-bid meeting for prospective bidders and prepare subsequent meeting minutes.
- 5.3 Address questions on behalf of the City during bid advertisement and prepare bid addenda if necessary.
- 5.4 Assist City with the evaluation of bids and make award recommendations.

6. BASIC CONSTRUCTION PHASE SERVICES

- 6.1 Following award of construction contract(s), schedule and conduction pre-construction conference.
- 6.2 Control and Construction Surveying
 - 6.2.1 Provide control staking and points for use by Contractor as shown on the plans.
 - 6.2.2 All construction surveying and staking shall be the responsibility of the Contractor.
- 6.3 Conduct Shop Drawing reviews for material compliance with project plans/specifications.
- 6.4 Conduct onsite construction observation and periodic inspections on a frequency necessary to ensure compliance with plans/specifications and that quality construction methods are performed.
- 6.5 Conduct monthly construction progress meetings including recording and submitting minutes of meetings and reviewing project status and budget reports.
- 6.6 Prepare and process all necessary construction contract change orders and related changes to contract documents as may be necessary.
- 6.7 Observe and review materials testing performed by the Contractor where necessary and a minimum frequency to ensure quality construction.
- 6.8 Review and approve Contractor's periodic pay request.

7. RECORD DRAWINGS (OPTIONAL PHASE TO BE ADDED TO THE CONTRACT AT A FUTURE TIME).

- 7.1 Following completion of construction, prepare and submit to the City reproducible Mylar as-built drawings and CAD compatible drawing files suitable to transfer to the City's computerized engineering and mapping (CEIS) system.

8. PROFESSIONAL REQUIREMENTS

- 8.1 All analysis, schematic plans, design plans, construction plans and specifications and cost estimates shall be completed and supervised as appropriate by a professional architect or engineer registered to practice in the State of Nebraska.

9. SUBMITTAL REQUIREMENTS / GENERAL STATEMENT OF QUALIFICATIONS

- 9.1 The information that should be submitted regarding the firm's general statement of qualifications consists of the following:
 - 9.1.1 Firm name, address and telephone number.
 - 9.1.2 Number of years established and former names of firm.
 - 9.1.3 Types of services particularly qualified to perform.
 - 9.1.4 Names of principals and states in which they are registered.
 - 9.1.5 Names of key personnel, experience of each and length of service with the firm.
 - 9.1.6 Number of staff usually and currently employed.
 - 9.1.7 Outside consultants and associates that would be part of the consulting team.
 - 9.1.8 List of completed projects of similar scope for which the firm was the principal professional including the firm's experience and approach to public involvement.
 - 9.1.8.1 This should include detailed project examples/ descriptions and photographs/images that are similar in nature to this project.
 - 9.1.8.2 Descriptions should include list of references including name, title and telephone number for each project example.
 - 9.1.9 Willingness and capability to meet the required scope of services and time requirements expressed.
 - 9.1.9.1 Include proposed project team organization and schedule.
 - 9.1.10 Other additional material as may be required in the scope of services.
 - 9.1.11 Proposals (not including the Fee Estimate) shall be limited to 10 pages in length.
 - 9.1.12 Pre-printed firm dossiers, résumés of key team members and descriptions of similar projects may be included in an appendix beyond the 10-page limitation.

10. SERVICES PROVIDED BY THE CITY

- 10.1 The City shall designate project representative and City project team to coordinate work activities of the City project team, Consultant, and other affected parties.
- 10.2 The City shall make all policy and budgetary decisions so as to allow timely completion of the work.
- 10.3 The consulting firm shall identify in its proposal other services and assistance expected to be provided by the City.

11. TENTATIVE PROJECT SCHEDULE

- 11.1 The selection process will include the following basic steps:
 - 11.1.1 Issue Request for Proposal (RFP) May 3, 2006
 - 11.1.2 Receive Proposals May 17, 2006
 - 11.1.3 Review Proposals Week of May 22 2006
 - 11.1.4 Opt. Interviews of Short-listed Consultants Week of May 27, 2006
 - 11.1.5 Select Consultant & Negotiate Contract Week of June 7, 2006
 - 11.1.6 Notice to Proceed Week of June 26, 2006
 - 11.1.7 60% Plan Review October, 2006
 - 11.1.8 90% Plan Review January, 2007
 - 11.1.9 Bid Construction Documents April, 2007
 - 11.1.10 Start of Construction August, 2007
- 11.2 A selection committee will be formed to conduct a fair and impartial evaluation of all proposals in accordance with the criteria set below.
- 11.3 The criteria for determining the responsiveness level of each proposal will include, but are not limited to:
 - 11.3.1 The ability, capacity and skill of the consultant to deliver and produce the necessary elements to meet the requirement of the RFP.
 - 11.3.2 The ability, capacity and skill of the consultant to understand the project and develop a cohesive project team.
 - 11.3.3 The experience, professional integrity, efficiency, character, and judgment of the consultant.
 - 11.3.4 Consultant's prior experience in developing high-quality designs for work that directly relates to this project (i.e., similar scope and nature).
 - 11.3.5 Consultant's familiarity with the project, process and concepts/schematics developed to date.
 - 11.3.6 The quality of consultant's performance (management and technical) on projects, including the ability to establish and meet project schedules, document and address project delays, and maintain budgetary concerns.
 - 11.3.7 The ability of the project team to develop and present a clear, concise proposal.
 - 11.3.8 Consistency with ***The North 27th Street Corridor and Environs Redevelopment Plan***.
- 11.4 ***Optional.*** The selection committee may invite a short-list of responding firms (see Section 7) to make a 30-minute presentation to the committee.
 - 11.4.1 Presentations are anticipated to be no more than 15 minutes in length with an additional 15 minutes for responding to committee member questions.

12. ESTIMATED FEES

- 12.1 The selection committee will rank the proposals based on the criteria outlined in the RFP and determine a short list of 2-3 firms.
- 12.2 Firms selected for the short list will be notified and asked to prepare/submit a fee schedule.
- 12.3 The fee schedule may be used in case of a tie in the ranking of the top firm after review of proposals.
- 12.4 If the City is unable to arrive at a mutual agreement with the top ranked firm, the City retains the sole right to move on to negotiations with the second (then third, etc.) ranked firm.

13. GENERAL TERMS AND CONDITIONS

- 13.1 All design firms submitting a proposal will be informed in writing of the City's decision within 20 working days following the final consultant selection.
- 13.2 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln. Standard Certificate of Insurance requirements can be found on the City website at www.lincoln.ne.gov/city/finance/purch/ci_insur.pdf
- 13.2.1 All certificates of insurance shall be filed with the City of Lincoln on the standard ***Accord Certificate of Insurance*** form showing the specific limits of insurance coverage required in Sections A, B, C, D and showing the City of Lincoln as named additional insured.
- 13.3 The project may be constructed in one or more phases depending upon availability of funding and other factors.

14. FURTHER INFORMATION

- 14.1 Questions relating to information contained in this RFP shall be submitted in writing to the attention of:
 - Mr. Vince Mejer
 - City/County Purchasing Agent
 - 440 S. 8th Street, Suite 200
 - Lincoln, NE 68508
 - vmejer@lincoln.ne.gov

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

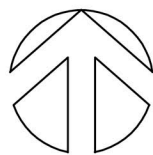
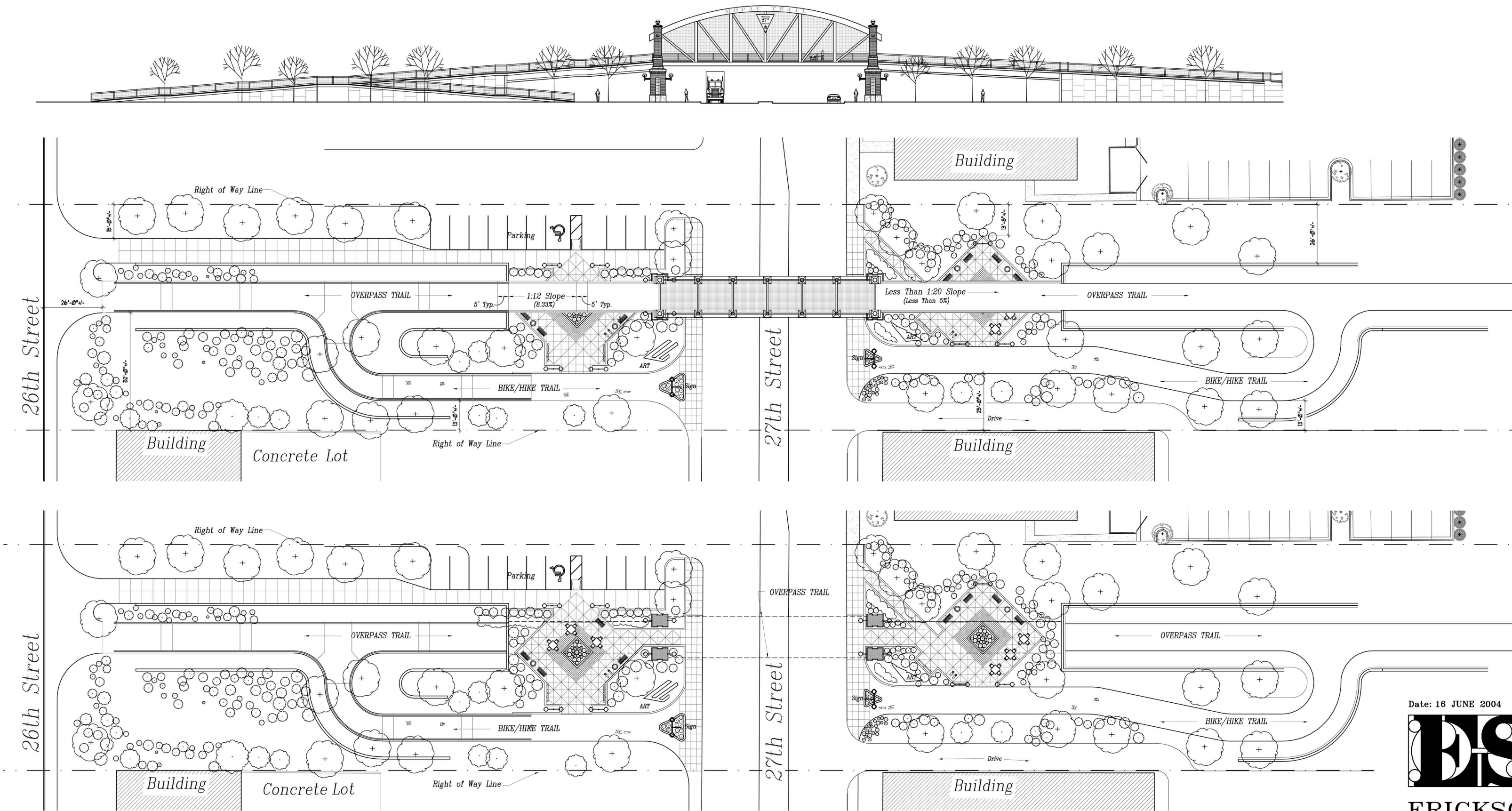
11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

NORTH 27TH STREET PEDESTRIAN OVERPASS



PRELIMINARY PLANS AND ELEVATION

SCALE: 1" = 20'-0"

Date: 16 JUNE 2004



**ERICKSON
ARCHITECTS
SULLIVAN**

COPYRIGHT © 2005
All rights reserved. All information contained herein is
property of Erickson Sullivan Architects. No part of these
drawings may be reproduced in any form or by any means with
out prior written permission of Erickson Sullivan Architects.